

### **REMARKS**

Applicants wish to thank the Examiner for providing the Supplemental Office Action of May 23, 2006, which clarifies that the Office Action of December 14, 2005 should have recited U.S. Patent Publication No. 2002/0077978 to O'Leary et al. for the rejections under 35 U.S.C. § 102(e) instead of U.S. Patent No. 6,317,745 to Thomas et al. In view of prior conversations with the Examiner, the Applicants previously submitted an Amendment and Response of March 10, 2006 that anticipated that O'Leary et al. should have been recited for the rejections under 35 U.S.C. § 102(e). Accordingly, Applicants hereby resubmit the prior Amendment and Response in response to the Supplemental Office Action.

After entry of the foregoing amendments, Claims 1-13, 16-33, and 36-41 are pending in this application. Claims 1, 2, 21, and 40 have been amended to clarify that the plurality of user identifiers are associated with multiple registrations for the network user. Claims 12, 13, 31, and 32 have been amended to clarify that the association maintained by the network user is with a sponsor. Claims 16 and 19, which previously depended from canceled Claim 15, now depend from Claim 12. Likewise, Claims 36 and 38, which previously depended from Canceled Claim 35, now depend from Claim 31. Claims 17, 20, and 37 have been amended to clarify that the one or more time periods are the one or more time periods of the previously executed payments. Similarly, Claim 39 has been amended to clarify that the one or more time periods are the one or more time periods of the identified executed transactions. New Claim 41 has been added to clarify that the payee can also be a network user. Reconsideration and allowance of the application, as amended, is requested.

### **Claim Rejections Under 35 U.S.C. § 102(e)**

The Supplemental Office Action rejects Claims 1-13, 15-33, and 35-40 under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent Publication No. 2002/0077978A1 to O'Leary et al. (hereinafter referred to as "O'Leary"). In particular, in support of the rejections, the Examiner generally cites to paragraphs [0034], [0063] – [0067], and [0076] – [0077] of O'Leary. Applicants respectfully traverses these rejections.

In short, O'Leary does not teach or suggest a plurality of user identifiers associated with a network user, as recited in independent Claims 1, 2, 21, and 40. As clarified by the amendment

to these claims, the user identifiers are associated with multiple registrations for the network user, not information associated with a single registration (e.g., PIN, password, address, and account number) as alleged by the Office Action. Accordingly, because O'Leary does not teach or suggest the plurality of user identifiers that are associated with multiple registrations by the network user, O'Leary further cannot teach or suggest processing previously-executed requests that includes at least two of these user identifiers to determine whether the current request will be accepted for execution, as recited in independent Claims 1, 2, 21, and 40. With respect to independent Claims 13 and 32 and dependent Claims 12 and 31, the instantaneous and guaranteed EFT credits of O'Leary do not teach or suggest directing a credit to a payee at the end of a time period determined in accordance with any of the factors recited by those claims. These patentable features will be discussed in more detail below following a brief discussion of the O'Leary reference.

The O'Leary reference is directed towards a system that allows consumers to "push" virtually-instantaneous EFT credits to a merchant's account without the merchant ever obtaining the consumer's account information (p. 5, para. [0050], p. 6, para. [0061], p. 10, para. [0091]). These EFT credits are a guarantee of payment from the consumer's bank to the merchant's bank. (p. 10, para. [0087]). More specifically, in the O'Leary system, a consumer begins by logging into a Web Broker enhanced wallet, typically by entering the consumer's user ID and password (p. 5, para [0054] and p. 9, para. [0080]). The Web Broker enhanced wallet is linked to one or more of the consumer's accounts at a bank, such as an Internet Pay Anyone (IPA) account for debits (i.e., payments) and a Virtual Private Lockbox (VPL) account for credits. The IPA account functionality, which includes transferring funds out of the IPA account (e.g., debits), is accessed by a first address to the IPA account. Likewise, the VPL account functionality, which includes only receiving funds into the VPL account (e.g., credits), is accessed by a second address to the VPL account. (p. 7, paras. [0063] and [0064]). If a consumer has several IPA accounts, then when the consumer access its Web Broker enhanced wallet, only a single password and PIN procedure provides access to all of the consumer's accounts. (p. 7, para. [0064]). In addition, VPL addresses for various merchants or other receivers of electronic payments will be made available to the Web Broker. (p. 7, para. [0070]). When the consumer using the Web Broker enhanced wallet "pushes" a payment (i.e., an EFT credit) from his or her

IPA account to a merchant's VPL account using the Web Broker enhanced wallet, the consumer can decide whether the payment should include any or some identification information (e.g., account number, name). If no identification information is provided, the recipient of the EFT credit can match the received credit with a proposed purchase using a transaction ID that is contained in the EFT credit. (p. 8, para. [0076] – [0077]).

In marked contrast to the O'Leary reference, independent Claims 1, 2, 21, and 40 recite that the network user is associated with a plurality of user identifiers that are associated with multiple registrations for the network user. Indeed, the specification of the present invention discloses that these user identifiers are obtained by the network user registering multiple times with a sponsor, processing agent, etc.:

If a user registers via multiple sponsors, that user will have a unique identifier and password unique to each of the multiple registrations. Also, a user may register directly with the processing agent 130 multiple times, thus obtaining multiple unique identifiers. Or, a user may register directly with the processing agent 130 one or more times, as well as via one or more sponsors one or more times. (p. 20, lines 12-18)

As discussed above, a registered user may register more than once. Thus, a registered user may direct payments using more than one unique identifier. That is, a single payer may include any one of multiple unique identifiers in a payment directive. (p. 27, line 34 – p. 28, line 1).

In contrast to the present invention, the Examiner incorrectly contends that the PIN, password, address, and account number described on page 7, paragraphs [0063] – [0067] and page 8, paragraphs [0076]-[0077] of O'Leary can be considered a plurality of user identifiers. As discussed above with respect to O'Leary, these alleged identifiers only reference a single registration, which generally includes an identifying username, password, and PIN (*see* p. 9, para. [0080] (stating that “the user completes a certification procedure 205 in order to correctly identify him or herself to the Web Broker enhanced Wallet 215. Typically the certification process involved the user keying in the user's ID and password on the keyboard associated with the workstation 200”)). Accordingly, these alleged identifiers for the single registration in O'Leary would not satisfy the plurality of user identifiers associated with multiple registrations, as required by independent Claims 1, 2, 21, and 40.

Moreover, the plurality of bank accounts in O'Leary that are linked to the consumer's Web Broker enhanced wallet are also not user identifiers. Instead, as described above, the user

identifiers of the present invention are associated with multiple registrations and obtained when the user registers multiple times with a sponsor, processing agent, etc. Likewise, the specification of the present invention makes clear that at the time the user registers and obtains a user identifier, the user can also specify multiple accounts for debiting and/or crediting. (*see* p. 19, lines 30 – p. 20, line 11 (stating that “When registering, a user identifies one or more accounts from which the processing agent 130 debits and/or to which the processing agent 130 credits....The processing agent 130 generates and stores in memory 1170 a unique user identifier”)). Thus, it is clear that the accounts for debiting and/or crediting are distinct from the user identifiers in the present invention. Accordingly, O’Leary still does not teach or suggest a plurality of user identifiers associated with a network user.

Because O’Leary does not teach or suggest a plurality of user identifiers associated with multiple registrations, O’Leary also cannot teach or suggest processing previously-executed payment requests, where the previously-executed requests include at least two different user identifiers associated with the network user. Furthermore, there is no teaching or suggestion whatsoever in O’Leary that a determination of whether a current payment request will be executed is based on this processing of previously-executed payment requests. Indeed, there is no motivation in O’Leary to process previously-executed payment requests because the EFT credits of O’Leary are already guaranteed (by a debit from the user’s IPA account) prior to the EFT credit being pushed to the merchant’s VPL account:

As described above, the EFT credit message is completely different from traditional EFT messages that are debits or the reversals of debits. Once generated, the EFT credit message is transferred to the merchant's VPL account 235 via the ATM switch 270...The EFT credit message is essentially a guarantee of payment from the user's bank 220 (the funds being debited from the user's account 230) to the merchant's bank 275 (the funds being credited to the merchant's account 235). Settlement between banks 220 and 275 typically occurs once a day with respect to all outstanding credits and debits between the banks 220, 275, although the cash is available from the VPL account 235 upon receipt of the EFT credit message. (pp. 9 – 10, para. [0087] (emphasis added)).

In contrast to the guaranteed EFT credits of O’Leary, in the present invention, the processing agent 130 is responsible for any uncollected debits from the consumer. In particular, the specification of the present invention indicates that in order to protect the processing agent against uncollected debits, the processing agent may engage in certain types of risk analysis

processing involving, at least in part, the previously-executed transactions:

In effecting a transfer of funds from a registered user's account, the processing agent 130 is the originator of these transactions and is therefore the recipient of, and responsible for, any uncollected debits. To protect against financial loss, the processing agent 130 can perform multiple types of risk analysis. The processing agent 130 may perform risk analysis based upon the identity of a registered user... This determination can include evaluating the amount of a requested payment based upon one or more factors, including evaluating a registered user's past and present transactions on the basis of one or more volume and/or payment amount thresholds. The processing agent 130 may also perform risk analysis based upon relationships a registered user maintains. (p. 20, line 27 – p. 21, line 8).

Thus, O'Leary neither teaches nor suggests "determining if the request will be accepted for execution by processing previous requests executed on behalf of the network user, wherein at least one of the previously-executed requests includes a second user identifier from the plurality of user identifiers" as recited in independent Claim 1 and similarly recited in independent Claims 2, 21, and 40.

As discussed above, independent Claims 1, 2, 21, and 40 are allowable because O'Leary does not teach or suggest at least a plurality of user identifiers associated with multiple registrations and determining if the request will be accepted for execution by processing previous requests executed on behalf of the network user, where at least one of the previously-executed requests includes a second user identifier from the plurality of user identifiers. Similarly, dependent Claims 4-12, 16-20, 22-31, and 36-39 are also allowable as a matter of law as depending from allowable base claims, notwithstanding their independent recitation of novel and non-obvious features.

With respect to independent Claims 13 and 32 and dependent Claims 12 and 31, O'Leary does not teach or suggest directing a credit to a payee at the end of a time period determined in accordance with any of the factors recited by those claims. Indeed, as described above, the EFT credits of O'Leary, which are completely different from traditional EFT debits, are pushed instantaneously from the consumer to the merchant (see p. 4, paragraph [0031] ("The pay anyone feature of the present invention allows parties to electronically transmit funds instantaneously...")); p. 10, para. [0091] ("This [EFT credit] transaction is virtually instantaneous...")); p. 11, para. [0095] ("This funds transfer is instantaneous...")). Because the EFT credits are instantaneous, O'Leary would not teach or suggest a directing a credit to a payee

at the end of a time period determined in accordance with any of the factors recited by Claims 13 and 32.

Nor would one of ordinary skill in the art have been motivated to modify O'Leary to include such a time period delay for such an EFT credit. Unlike the processing agent in the present invention that is responsible for uncollected debits, the EFT credits of O'Leary are already guaranteed (by a debit from the user's IPA account) prior to the EFT credit being pushed to the merchant's VPL account (pp. 9 – 10, para. [0087] (stating that "The EFT credit message is essentially a guarantee of payment from the user's bank 220 (the funds being debited from the user's account 230) to the merchant's bank 275 (the funds being credited to the merchant's account 235)" (emphasis added))). Accordingly, there is no need or motivation for delaying the guaranteed EFT credits pushed by the consumer of O'Leary, and thus, O'Leary neither teaches nor suggests directing a credit to a payee based upon a time period determined in accordance with any of the factors recited by independent Claims 13 and 32 and dependent Claims 12 and 31. Thus, independent Claims 13 and 32 and dependent Claims 12 and 31 are allowable.

Dependent Claims 16 – 20 and 36-39 have already been shown above to be allowable based upon the recited user identifiers and processing of previously-executed requests, but are secondarily allowable as a matter of law as depending from allowable Claims 12 and 31, respectively, notwithstanding their independent recitation of novel and non-obvious features. In addition, dependent Claims 33 and 41 are allowable as a matter of law as depending from allowable independent Claims 32 and 13, respectively, notwithstanding their independent recitation of novel and non-obvious features.

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### CONCLUSION

It is not believed that extensions of time or fees for addition of claims are required, beyond those that may otherwise be provided for in documents accompanying this paper. However, in the event that additional extensions of time are necessary to allow consideration of this paper, such extensions are hereby petitioned under 37 CFR § 1.136(a), and any fee required therefore (including fees for net addition of claims) is hereby authorized to be charged to Deposit Account No. 19-5029.

Respectfully submitted,



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